

EXHIBIT D

DIFZ Motion to Dismiss

LETTER AGREEMENT
BETWEEN
DYNCORP INTERNATIONAL LLC
AND
DynCorp International FZ LLC

This Agreement, effective 24 February 2003 is between DynCorp International LLC ("DI"), a Delaware, USA corporation having a place of business in Fort Worth, Texas, and DynCorp International FZ LLC ("DIFZ"),

WHEREAS, DI from time to time performs services in and outside the Continental United States for organizations such as the United Nations, the United States Government and service contractors; and

WHEREAS, DIFZ from time to time requires services related to the recruitment of personnel in and outside the United States to work throughout the world; and

WHEREAS, DIFZ from time to time requires various professional services, including accounting and information technology support; and

WHEREAS, DIFZ has the ability to recruit Third Country Nationals and US Nationals outside the Continental United States; and

WHEREAS, from time to time DI requires various services outside the United States, including assistance in performing service contracts, transportation, and other administrative support; and

WHEREAS, it is in the best interests of both DI and DIFZ to cooperate together in the recruitment, hiring and administration of personnel for work to be performed throughout the world,

NOW THEREFORE, DI and DIFZ agree as follows:

On an as required basis, DI will:

1. Advertise in US newspapers for the recruitment of employees for DIFZ.
2. Interview applicants and recommend qualified applicants to DIFZ, for hiring by DIFZ.
3. Provide in-processing services in the United States for DIFZ employees, to include an orientation session, making travel arrangements, assisting DIFZ employees to complete necessary travel documentation, and arranging for physical examinations and drug screens as required.
4. Provide accounting and information technology support and training, and risk management and insurance claim processing services to DIFZ as required.

On an as required basis, DIFZ will:

1. Provide services to DI outside the United States, using DIFZ employees.

2. Arrange for and provide transportation for DI employees outside the Continental United States as requested by DI.

In return for services provided, DI and DIFZ shall be compensated as follows:

(1) For all services provided to DIFZ, DI shall receive \$500 per month plus reimbursement of all actual costs, including labor costs, supplies and out of pocket expenses. The fixed fee may be invoiced monthly. All other costs may be invoiced as they are incurred.

(2) For all services provided to DI, DIFZ shall be reimbursed for all actual costs incurred, including labor costs, supplies and out of pocket expenses. In addition, DIFZ shall be paid \$500 per month for services provided.

This Letter Agreement supercedes all previous Letter Agreements between these parties. This Letter Agreement shall remain in effect until amended or cancelled. Either party can cancel this agreement upon thirty days notice.

DYNCORP INTERNATIONAL LLC

BY:

Dan P. Campbell

Title: Director, Contracts

DYNCORP INTERNATIONAL FZ LLC

BY:

Jeff P. T.

Title: Assistant General Manager DIFZ